



Order under Section 21.2 of the Statutory Powers Procedure Act and the Residential Tenancies Act, 2006

File Number: LTB-T-093703-24-RV-2

In the matter of: Rear Unit, 1428 Old Forest Road
Pickering ON L1V1N7

Between: Craig McIntyre Tenant

And

Victor Joseph Sivamohan Landlords
Joes Car Hauler

And

Kavin Sivamohan Landlord's Agent

Review Order

Craig McIntyre ('CM' or the 'Tenant') applied for an order determining that Victor Joseph Sivamohan and Joes Car Hauler ('VJS' and 'JCH' or collectively, the 'Landlords') and Kavin Sivamohan ('KS' or the 'Landlord's Agent') : entered the rental unit illegally; substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household; harassed, obstructed, coerced, threatened or interfered with the Tenant; and withheld or interfered with their vital services or care services and meals in a care home. (T2 application)

The Tenant also applied for a reduction of the rent charged for the rental unit due to: a reduction or discontinuance in services or facilities provided in respect of the rental unit or the residential complex. (T3 application)

The Tenant also applied for an order determining that the Landlords' failed to meet the Landlords' maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

These T2, T3 and T6 applications were resolved by order LTB-T-093703-24 issued on March 17, 2026 (the 'T2/T3/T6 Order').

On April 16/17, 2026, the Tenant requested a review of the T2/T3/T6 Order, alleging a serious error(s) was made in that order. A preliminary review of that request was made without a hearing, resulting in the LTB issued a review order denying the Tenant's request to review. That review order was made under case file LTB-T-093703-27-RV, which issued on May 26, 2026 (the 'TT Review Order').

On April 15, 2026, on behalf of the Landlords, the Landlords' Agent requested a review of the T2/T3/T6 Order, alleging a serious error(s) was made in that order.

The LTB issued interim order LTB-L-093703-24-IN on April 17, 2026 (the 'Interim Order'), staying the T2/T3/T6 Order until the LTB scheduled a review hearing at which the request would be heard and decided upon.

The Landlords' request to review was heard by videoconference on June 17, 2026.

The Landlords' Agent, Kavin Sivamohan, and the Tenant attended the hearing. I confirmed that KS did not ask, and was not expecting, their legal representative to attend the review hearing.

Preliminarily, I clarified for my edification the name of "Joes Car Hauler" with the parties. I was satisfied that Joes Car Hauler can remain as one of the named landlords as the parties agreed the Tenant pays his rent to the company called Joes Car Hauler, which is operated by the principal/owner operator, Victor Joseph Sivamohan (the other named landlord). As well, KS confirmed his standing as the agent for the Landlords and CM agreed that KS is the person he deals with for tenancy issues under the rental unit tenancy.

As well, I clarified for the parties that when a party files a request to review an order, it is simply a matter of the party filing a properly filled-out request (including details/supporting reasons) with the LTB. As well, I made certain that we were clear about hearing the Landlords' request to review at this hearing, not the Tenant's which had been disposed of by way of the TT Review Order.

Determinations:

1. On the basis of the submissions made during the hearing in respect of the Landlords' request to review, I am not satisfied that there is a serious error in the T2/T3/T6 Order or that a serious error occurred in the proceedings. Having stated this, there is one small error (not serious) requiring amendment, and as well, the way the Tenant can collect the amount ordered under the T2/T3/T6 Order must be altered to accommodate for the effect the Interim Order has had on the Tenant collecting the ordered amount.
2. KS raised the review issue claim of the driveway paver stones, namely the claim that the presiding Member made an unreasonable finding of fact on a material issue which would potentially change the result of the order.
3. I pointed out that the presiding Member did not find in favour of the Tenant on the driveway paver stone maintenance issue in the T2/T3/T6 Order. CM agreed this particular maintenance claim failed, and before me, KS agreed that the T2/T3/T6 Order did not order anything against the Landlords for this maintenance issue. As such, there was no error here.
4. KS raised the issue of the camera, stating that during the merits hearing, it was clear there is no camera in the rental unit. The device in question was a motion sensor, which I was led to infer is hardwired to a home security alarm system. CM stated he has taped over the motion sensor and so the motion sensor has not been an issue for him any longer. KS confirmed before me that the motion sensor only senses motion when in operation, but the

sensor has not been operational at the time of the merits hearing, up to the present time. Here, I find the issue of the “camera” as ordered in the T2/T3/T3 Order to be effectively moot, and the parties were not opposed to having paragraph 7 under the “It is ordered that” section deleted. (I note that mention of the “camera” remedy is made in paragraph 46.c of the order, but I will only amend the order under the section that actually orders the camera removed.)

5. As covered in the request to review, KS raised the issues of heating, backyard exclusive use and the November 17, 2024 incident which were heard, considered and disposed of by the presiding Member during the merits hearing. He stated the Member failed to consider the Landlords’ submissions on exclusivity of use of the backyard, the Member did not explain how the Landlords harassed the Tenant on November 17, 2024 and the Member failed to consider the delays caused by the Tenant respecting the heating problem.
6. In the “analysis” paragraphs of the T2/T3/T6 Order, the Member sets out the statutory framework and relevant case law that the Member relied upon. Having said this, I do agree with the Landlords that the analysis may appear sparse with respect to reasons and analysis, but I find there was enough explanation given or sufficiency of reasons given, and I find the resulting outcome in the order on the claims of substantial interference, harassment and breach of maintenance obligations are indeed reasonable and will not be interfered with on review.
7. I say this because it was evident the Landlords erroneously asserted during material times under consideration that the Tenant was fully responsible for maintenance under the tenancy, and the Landlords’ and Landlords’ Agent’s actions toward the Tenant in this regard found their way into the presiding Member’s findings.
8. As the presiding Member believed there was overlap in the claims, the Member took the approach of grouping them together, which the Member has the discretion to do when ascertaining the real substance of events under the tenancy and maintenance claims at bar. For example, the November 27, 2024 exchange between the parties is only one part of other breach claims considered by the Member. The Member viewed the Landlord VJS as having acted in an aggressive manner, and while the Landlords may believe they were not aggressive, the Member’s finding is reasonable in the context of the larger number of breaches, not simply on a standalone basis. As such, I will not interfere with the presiding Member’s finding.
9. As set out in the LTB’s Interpretation Guideline no. 8, the LTB will normally not review a reasonable interpretation of the statute by a Member, even if the interpretation differs from that of the reviewing member, unless of course the interpretation conflicts with a binding decision of the Courts (which is not the case here).
10. KS then raised the general compensation award of \$5,000.00 as part of the serious error claim under the review request. The Landlords claim a subjective characterization of the interaction was made over an objective assessment.
11. In my view, there is no error in a Member making a finding of fact, and then ordering a remedy from that finding, by relying on subjective submissions rather than on objective evidence (especially when no objective evidence is adduced).

12. I understand that objective evidence, for example, may come from a medical witness such as the individual's physician, who can provide a credible explanation of the alleged impact and resulting pain and suffering and how such condition(s) was directly caused by the Landlords' or Landlords' Agent's actions towards, and interactions with, him. This type of evidence evidently was not produced at the merits hearing. However, paragraphs 39, 40, 41 and 46 of the T2/T3/T6 set out a sufficient rationale for the Member's belief that there was an impact on the Tenant which led to the general compensation being ordered.
13. I note that the T2/T3/T6 Order denied the Tenant's request for an administrative fine, but the presiding Member decided the rent abatement ordered for maintenance specific breaches did not adequately compensate the Tenant for the stress, inconvenience and loss of enjoyment due to tenancy-right breaches (under the T2)
14. The presiding Member then ordered an additional amount called compensation or general damages (fear, stress, pain and suffering). Members are permitted to order such compensation or damages when a rent abatement ordered is not sufficient to compensate the Tenant for, *inter alia*, the stress, inconvenience and loss of enjoyment during the tenancy. In this case, it was clear to me the compensation was for tenant-right breaches, not maintenance breaches. Reference is made to paragraph 46 (a) and (d) of the T2/T3/T6 Order.
15. The LTB has the authority, pursuant to subsection 31(1)(f) of the Act, to award general compensation or damages under a T2 application. The Divisional Court confirmed this jurisdiction in *Mejia v. Cargini*, [2007] O.J. No. 437 (Ont. Div Ct.) in circumstances when the damages claimed are the result of a breach of the landlord's contractual or statutory obligations.
16. I noted the total amount of requested compensation was for \$15,000.00 (combining the remedy requests for the T2 and T6 applications), and having reviewed the T2/T3/T6 Order, I find the presiding Member's determination of a smaller amount was reasonable in respect of addressing the T2 general compensation being sought.
17. I understand from the Landlords' stated submission that they believe the amount ordered was too high, but absent a serious error, a review hearing is not the place or opportunity to reargue a case in hopes of a more favourable outcome. Neither is it an opportunity to present evidence and submissions that could and should have been presented at the original hearing.
18. As stated by the Court in *Q Res IV Operating CP Inc. v. Berezovska* 2017 ONSC 5541 :
"*[I]f parties are not diligent in dealing with legal proceedings then they cannot demand that a Tribunal waste its resources by rehearing matters a second time. To allow this would undermine the ability of the administration of justice to deliver timely cost-effective and final orders*" (paragraph 8).
19. At this hearing, the Tenant wanted to raise an issue for review or request consideration of findings for the "steps outside the property" in paras. 10, 11 and 39 of the T2/T3/T6 Order. Specifically, CM stated he has additional information concerning the Landlords' responsibility for those steps. I did not allow the Tenant to raise this at this review hearing and indicated he may consider filing a separate application for this should he wish to do so.

20. CM did raise an issue to collecting his awarded amount under the T2/T3/T6 Order. Specifically, before the filing for the request to review, the Tenant deducted \$1,500.00 from the awarded total to pay for April 2026 rent. However, once the parties filed their requests to review, the Tenant stated he paid his May 2026 and June 2026 rents to the Landlords, which KS confirmed. I decided that the T2/T3/T6 Order will be amended to account for the Tenant paying May 2026 and June 2026 rents (instead of deducting against monthly rents).
21. As \$1,500.00 has already been paid by the Landlords in respect of deducting that amount from April 2026 rent, the balance owing by the Landlords to the Tenant is now \$6,200.00 (i.e. \$7,700.00 minus \$1,500.00). The balance will now become recoverable by deduction (should the Tenant decide to take this route) by starting the deduction on July 1, 2026.

It is ordered that:

1. The request to review order LTB-T-093703-24 issued on March 27, 2026 is denied.
2. It is acknowledged that \$1,500.00 of the \$7,700.00 awarded the Tenant under the March 27, 2026 has been paid to the Tenant by the Landlords by way of deducting \$1,500.00 against April 2026 rent.
3. Interim Order LTB-T-093703-24 which issued on April 17, 2026 is cancelled, meaning that the stay on the March 27, 2026 order is lifted immediately.
4. Order LTB-T-093703-24 that issued on March 27, 2026 is confirmed and remains unchanged except for paragraphs 4 and 7 under the "It is ordered that" section, which are set out as follows:

"4. If the Landlord does not pay the Tenant the full amount owing by March 29, 2026, the Tenant may recover this amount (\$6,200.00) by deducting \$1,500.00 from the rent each month from July 2026 to October 2026 and \$200.00 in November 2026. "

"7. This paragraph is deleted."

June 30, 2026

Date Issued

Alex Brkic

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234